

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION**

Southeastern Electrical Distributors, Inc., ) Case No.: \_\_\_\_\_  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 HEC Group, Inc. d/b/a Huffine Electric Co., )  
 and Robert B. Huffine, )  
 )  
 Defendants. )  
 \_\_\_\_\_)

**COMPLAINT**

Southeastern Electrical Distributors, Inc. (“Southeastern”) complaining of the Defendants would respectfully show unto this Honorable Court:

**I. JURISDICTION AND PARTIES**

1. Southeastern is a corporation organized and existing under the laws of the state of South Carolina, having and maintaining its principal place of business in Greenville County, South Carolina.
2. HEC Group, Inc. d/b/a Huffine Electric Co. (“HEC”) is a Tennessee corporation, having and maintaining its principal place of business in the state of Tennessee and at the time of the filing of this Complaint is authorized to do business within the state of South Carolina.
3. Robert B. Huffine (“Huffine”) is a resident of the state of Tennessee.
4. There exists between the Plaintiff and the Defendants complete diversity of citizenship.

5. The amount in controversy, exclusive of interest and costs, exceeds Seventy Five Thousand and no/100 (\$75,000.00) Dollars.
6. This Court has jurisdiction pursuant to 28 U.S.C. § 1332.
7. Venue is properly found within this district pursuant to 28 U.S.C. § 1391.

## **II. FACTUAL BACKGROUND**

8. On or about February 16, 1999, HEC executed a Credit Application with Southeastern. A true and genuine copy of the Credit Application is attached as **Exhibit 1**.
9. Subsequent to the execution of the Credit Application, Huffine executed a Guaranty Agreement in favor of Southeastern whereby Huffine agreed to absolutely and unconditionally guarantee payment of HEC's account with Southeastern. A copy of the Guaranty is attached as **Exhibit 2**.

10. Subsequent to the execution of the Credit Application, HEC placed orders for certain materials with Southeastern.

11. There is now past due and owing from HEC and Huffine to Southeastern the principal sum of \$351,306.87 for electrical materials and supplies provided by Southeastern to or for the benefit of HEC.

12. Southeastern has made demand upon HEC and Huffine and the Defendants have failed and refused to pay to Southeastern the amounts due upon the account.

## **FOR A FIRST CAUSE OF ACTION** **(Breach of Contract)**

13. Each and every allegation heretofore alleged is realleged as fully as if set forth herein verbatim.

14. The failure of HEC and Huffine constitutes a breach of the Credit Application and of the Guaranty.

15. Southeastern is entitled to judgment in the amount of \$351,306.87, together with interest totaling \$81,446.90 through September 20, 2006 (a true and correct copy of the principal balance and service/interest charges incurred through September 20, 2006 is attached as **Exhibit 3**), and thereafter at the rate of 1.5% per month, attorney fees, costs, and expenses of this action.

WHEREFORE, Southeastern prays for judgment against the Defendants, HEC and Huffine, in an amount in excess of \$351,306.87 together with interest totaling \$81,446.90 through September 20, 2006, and thereafter at the rate of 1.5% per month, attorney fees, costs, and expenses of this action.

Dated this 25<sup>th</sup> day of October, 2006.

Respectfully submitted,

s/L. Franklin Elmore  
L. Franklin Elmore (Fed. I.D. #718)

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